

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref. No. __

**ORDER (I) AUTHORIZING THE DEBTORS TO ASSUME CERTAIN
EXECUTORY CONTRACTS, (II) FIXING CURE AMOUNTS WITH RESPECT
THERE TO AND (III) GRATING RELATED RELIEF**

Upon the motion (the “Motion”) of FTX Trading Ltd. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”) pursuant to sections 105(a) and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), and rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), (a) authorizing the Debtors to assume the executory contracts identified on Schedule 1 to this Order (including, without limitation, any and all amendments, modifications, memoranda of understanding, documents incorporated by reference, and attachments and exhibits thereto, each an “Contract” and collectively, the “Contracts”), (b) fixing the amounts required to be paid by the Debtors to satisfy any monetary defaults arising under the Contracts, pursuant to section 365(b)(1) of the Bankruptcy Code, as the amounts identified for each Contract on Schedule 1 to the Order (each, a “Cure Amount,” and collectively, the “Cure Amounts”) and (c) granting

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>. The principal place of business of Debtor Emergent Fidelity Technologies Ltd is Unit 3B, Bryson’s Commercial Complex, Friars Hill Road, St. John’s, Antigua and Barbuda.

related relief; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, and that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings held before this Court; and this Court having found and determined that the relief set forth in this Order is in the best interests of the Debtors, and their estates; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Debtors are authorized to, and hereby do, assume the Contracts identified on Schedule 1 attached hereto.
3. The Cure Amounts shall be fixed at the amounts set forth in Schedule 1 attached hereto. The Debtors shall pay to the applicable counterparty the Cure Amounts for Contracts set forth on Schedule 1 as soon as practicable after entry of this Order. Upon payment

of the Cure Amounts, the counterparties to such Contracts shall be forever barred from asserting any additional Cure Amount or other claims arising prior to the date hereof with respect to such Contract, and the payment of such Cure Amount shall effect a cure of all defaults existing as of the date of assumption and shall compensate for any actual pecuniary loss to such counterparty from such default.

4. The Debtors have demonstrated adequate assurance of future performance and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.

5. The Debtors' rights to later assign any of the Contracts, in each case subject to, and in accordance with, the requirements of section 365 of the Bankruptcy Code, are hereby preserved and shall not be impaired by the entry of this Order.

6. In accordance with sections 2.5 and 6.1 of the Plan, any Contract assumed by a Consolidated Debtor (as defined in the Plan) pursuant to this Order shall automatically transfer to the FTX Recovery Trust as if such Contract had been assumed prior to the effective date of the Plan.

7. Nothing herein or in the Motion, nor any action by the Debtors to implement this Order, shall constitute an admission of the validity, nature, amount or priority of any claim against the Debtors or a waiver of the right of the Debtors or any claims or causes of actions which may exist against any counterparty of the Contracts, or shall impair the ability of the Debtors to contest or seek relief under any section of the Bankruptcy Code in respect of the validity and amount of any payment made pursuant to this Order.

8. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

9. This Order shall be deemed to constitute a separate order with respect to each Contract governed hereby.

10. Notwithstanding the applicability of any Bankruptcy Rules to the contrary, the terms and conditions of this Order shall be effective and enforceable immediately upon entry of this Order.

11. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Order.

Dated: _____
Wilmington, Delaware

The Honorable John T. Dorsey
Chief United States Bankruptcy Judge

SCHEDULE 1**Contracts**

<u>Counterparty</u>	<u>Counterparty Address</u>	<u>Contract</u>	<u>Debtor</u>	<u>Cure Amount</u>
6 th Man Ventures Fund IIC, LLC	179 Ludlow Street, Apt. #4 New York, New York 10002	Subscription Agreement dated April 27, 2022	FTX Ventures Ltd.	\$0.00
80 Acres Urban Agriculture, Inc.	1209 Orange St, Wilmington, DE 19801	Series B-1 Preferred Stock Purchase Agreement dated March 2022	FTX Ventures Ltd.	\$0.00
Aaron Gertler	3535 LEBON DRIVE, #4214 San Diego, California, United States 92122	Proprietary Information and Inventions Agreement dated March 3, 2018	Alameda Research LLC	\$0.00
Aleph.IM SAS	242 Boulevard Voltaire – 75011 Paris – France	Agreement for Sale and Purchase of ALEPH tokens dated July 24, 2020	Alameda Research Ltd.	\$0.00
Amazon Web Services, Inc.	410 Terry Avenue North Seattle, WA 98109-5210	AWS Private Pricing Addendum dated November 18, 2020	Alameda Research Ltd.	\$6,046,896.12
BRINC Drones, Inc.	5040 W. Post Road, Suite 150 Las Vegas, NV 89118	Series B Preferred Stock Purchase Agreement dated December 16, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
BTC Africa, S.A.	50 Val Fleuri Luxembourg L-1526	Promissory Note dated December 30, 2021	Alameda Research Ltd.	\$0.00
BTC Africa, S.A.	50 Val Fleuri Luxembourg L-1526	Promissory Note dated March 14, 2022	Alameda Research Ltd.	\$0.00
BTC Africa, S.A.	50 Val Fleuri Luxembourg L-1526	Promissory Note dated August 29, 2022	Alameda Research Ltd.	\$0.00
Clover Inc.	3/F Qwomar Trading Complex Blackburne Rd Port Purcell Road Town VIRGIN ISLANDS, BRITISH VG1110	Simple Agreement for Future Equity dated March 25, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Clover Inc.	3/F Qwomar Trading Complex Blackburne Rd Port Purcell Road Town VIRGIN ISLANDS, BRITISH VG1110	Warrant to Purchase Tokens dated March 25, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
DriveWealth Holdings, Inc.	97 Main Street Chatham, NJ 07928	Series D Preferred Stock Purchase Agreement dated August 17, 2021	Clifton Bay Investments LLC	\$0.00

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DriveWealth Holdings, Inc.	97 Main Street Chatham, NJ 07928	Side Letter Agreement dated August 17, 2021	Clifton Bay Investments LLC	\$0.00
Ethos Investments XII LLC	251 Little Falls Drive, Suite 400, Wilmington, DE 19808	Ethos Investments XII LLC Limited Liability Company Agreement dated January 8, 2021	Maclaurin Investments Ltd.	\$0.00
Euler XYZ Limited	Kemp House, 160 City Road, London EC1V 2NX, United Kingdom	Warrant to Purchase Ordinary Shares dated June 2, 2022	FTX Ventures Ltd.	\$0.00
Euler XYZ Limited	Kemp House, 160 City Road, London EC1V 2NX, United Kingdom	Euler OpCo Ltd. Token Purchase Agreement dated June 2, 2022	FTX Ventures Ltd.	\$0.00
Folkvang, SRL	Michael Laurens van Rossum Email: mike@mikevanrossum.nl With copy to: Experience Legal PC, 600 California Street, 11th Floor San Francisco, CA 94110 Attn: Ryan David Williams	Loan and Security Agreement dated June 5, 2020	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Folkvang, SRL	Oceania Business Plaza, Tower 1000, 21st Floor, Isaac Hanono Missri Street, Punta Pacifica, Panama City, Republic of Panama	Folkvang Master Loan Agreement dated October 4, 2022	Maclaurin Investments Ltd.	\$0.00
Folkvang, SRL	Dresdner Tower, Piso 11 Calle 50 y Calle 55 Este Obarrio, Ciudad de Panamá, República de Panamá	Ordinary Share Purchase Agreement dated June 5, 2020	Alameda Research Ltd.	\$0.00
Folkvang, SRL	Michael Laurens van Rossum Email: mike@mikevanrossum.nl With copy to: Experience Legal PC, 600 California Street, 11th Floor San Francisco, CA 94110	Loan and Security Agreement dated January 25, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00

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	Attn: Ryan David Williams			
JUSTWONTDIE LTD	Vitrum Building St Johns Innovation Park, Cowley Road, Cambridge, United Kingdom, CB4 0DS	Warrant to Purchase Tokens dated June 14, 2022	FTX Ventures Ltd.	\$0.00
JUSTWONTDIE LTD	Vitrum Building St Johns Innovation Park, Cowley Road, Cambridge, United Kingdom, CB4 0DS	Subscription and Shareholders' Agreement dated May 16, 2022	FTX Ventures Ltd.	\$0.00
Layer-2 Development Corp.	Fl. 4, Banco Popular Building, Road Town, Tortola VG1110, British Virgin Islands	Fuel Token Strategic Partner Agreement dated March 21, 2022	FTX Ventures Ltd.	\$0.00
Messari Holding Inc.	228 Park Ave S PMB 52631 New York, NY 10003-1502	Series A Preferred Stock Purchase Agreement dated July 20, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Messari Holding Inc.	228 Park Ave S PMB 52631 New York, NY 10003-1502	Series B Preferred Stock Purchase Agreement dated August 25, 2022	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Noom Limited	103 SOUTH CHURCH STREET P.O BOX 10240 4TH FLOOR, HARBOUR PLACE George Town, Grand Cayman Cayman Islands KYI-1002	NOOM Units Subscription Offering dated July 1, 2020	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Ohana Labs Ltd.	Craigmuir Chambers, Road Town, Tortola VG 1110, British Virgin Islands	Simple Agreement for Future Tokens dated October 8, 2020	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
OTC Service AG	Boglerenstrasse 2a, 8700 Küsnacht, Switzerland	Loan Agreement dated February 24, 2022	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
OTC Service AG	Boglerenstrasse 2a, 8700 Küsnacht, Switzerland	Share Purchase Agreement, undated	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Playup Limited	48 Epsom Road, Zetland NSW 2107 Australia	Playup Limited Convertible Note dated September 21, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Point Up Inc.	650 California St., 30th Floor San Francisco, CA 94018	Simple Agreement for Future Equity dated February 1, 2022	Alameda Research Ventures LLC	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug	Contribution Agreement dated March 1, 2021	Maclaurin Investments Ltd. f/k/a	\$0.00

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	6340 Switzerland		Alameda Ventures Ltd.	
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Amendment to Restricted Token Purchase Agreement dated June 29, 2022	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Amendment to Restricted Token Purchase Agreement dated June 29, 2022	Cottonwood Grove Ltd.	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Amendment to Restricted Token Purchase Agreement dated February 15, 2021	Cottonwood Grove Ltd.	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Letter Agreement dated February 12, 2021	Cottonwood Grove Ltd.; Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Restricted Token Purchase Agreement dated February 12, 2021	Cottonwood Grove Ltd.	\$0.00
Pyth Data Foundation	Grabenstrasse 25 Baar Zug 6340 Switzerland	Restricted Token Purchase Agreement dated February 12, 2021	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00
Rok Capital Offshore Fund, Ltd.	c/o NAV Fund Services (Cayman) Ltd. 5th Floor Harbour Place PO Box 30464 Grand Cayman KY1-1202 Cayman Islands	Subscription Agreement dated April 14, 2022	Maclaurin Investments Ltd. f/k/a Alameda Ventures Ltd.	\$0.00